

## **Electronic Adjudication Management System E-Forms Trial Application and Agreement**

To apply for the office identified below (the office) and the organization identified below (the organization) to participate in the Electronic Adjudication Management System (EAMS) E-Forms trial (the trial) the EAMS administrator<sup>1</sup> for the office must complete, print, sign, scan, and submit this application and agreement to the State of California, Department of Industrial Relations, Division of Workers' Compensation (DWC), Central Registration Unit (CRU) by e-mail at [cru@dir.ca.gov](mailto:cru@dir.ca.gov).

Organization Legal Name:

Organization Federal Employer Identification Number:

Office Name Requested:

Office Mailing Address:

Office Physical Address:

Office Telephone:

Office Fax:

Office E-Mail:

Office Preferred Method of Service (US Mail, E-Mail, or Fax):

Claims Administrator, Representative, or Lien Claimant:

Primary Office EAMS Administrator Name:

Primary Office EAMS Administrator Mailing Address:

Primary Office EAMS Administrator Telephone:

Primary Office EAMS Administrator Fax:

Primary Office EAMS Administrator E-Mail:

Primary Office EAMS Administrator SSN (888-xx-xxxx may be used):

Primary Office EAMS Administrator Date of Birth:

Primary Office EAMS Administrator Place of Birth:

Alternate Office EAMS Administrator Name:

Alternate Office EAMS Administrator Mailing Address:

Alternate Office EAMS Administrator Telephone:

Alternate Office EAMS Administrator Fax:

Alternate Office EAMS Administrator E-Mail:

Alternate Office EAMS Administrator SSN (888-xx-xxxx may be used):

Alternate Office EAMS Administrator Date of Birth:

Alternate Office EAMS Administrator Place of Birth:

The undersigned declares, under penalty of perjury according to the laws of the State of California, that the information above is true and correct, and that he or she is the person identified above who is the primary EAMS administrator (administrator) for the office, and is authorized by and on behalf of the office and the organization hereby does apply to DWC for the office and the organization to participate in the trial, and agree to the following terms and conditions:

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<sup>1</sup> Unless the participating organization is a sole practitioner or there is only one employee of the organization working at the office participating in this trial, an alternate EAMS administrator must also be designated to act in the absence of the primary EAMS administrator as provided in this agreement.

1. The purpose of the trial is to engage in a trial period of external user electronic document filing in EAMS in order to test the functionality of EAMS and to refine the DWC Court Administrator's proposed regulatory requirements. All documents properly filed in compliance with the electronic filing protocols in effect during the trial period will be deemed to comply with all final regulatory filing requirements modified or adopted subsequent to the conclusion of this trial period.
2. The terms used in this agreement (such as "representative office," and "Central Registration Unit") are as defined in the DWC Court Administrator's adopted or proposed regulations.
3. Submission of this agreement also constitutes registration of the office and the organization with CRU in accordance with the DWC Court Administrator's adopted or proposed regulations.
4. On or after September 4, 2008, DWC will issue an EAMS username and password (login) to the administrator for use by the office during the period of the office's participation in the trial.
5. The office's participation in the trial will begin once DWC issues a user log in and password are for the office.
6. The office's participation in the trial will end either when DWC notifies the administrator that the office's participation in the trial is terminated, or when the administrator notifies DWC that the office is withdrawing from the trial, whichever occurs first.
7. During the period of the office's participation in the trial, the office shall submit all documents to DWC using EAMS e-forms to the extent that such forms are available via the DWC website for EAMS, and shall submit no documents to DWC on paper, except that the office may submit paper documents completed at the DWC district office.
8. DWC, in its sole discretion, will assign a name to the office (the assigned name) and will notify the administrator of the assigned name.
9. If the office is a claims administrator office or lien claimant office, it shall submit documents to EAMS in the assigned name only.
10. If the office is a representative office, it shall submit documents to EAMS only in the name of a client for which it is the legally authorized representative, and shall include the office's assigned name as representative in any document on which it is possible to do so.
11. Documents shall not be submitted to EAMS anonymously.
12. Before September 4, 2008, the administrator shall successfully complete the EAMS Computer Based Training (CBT) course and the online certification test on the EAMS website and shall print and retain the administrator's certificate of completion and make it available to DWC upon request.
13. If authorized by the organization and the office to do so, the administrator may permit an authorized employee or independent contractor of the organization to use the office's login. Before doing so, the administrator shall ensure that any such employee or independent contractor has successfully completed the EAMS Computer Based Training (CBT) course and the online certification test on the

- EAMS website and printed the certificate of completion and provided it to the administrator, who shall retain the certificate and make it available to DWC upon request.
14. The organization and the office, through the administrator, are responsible for ensuring that no more than one use of the login occurs at any time. In the event that more than one person is logged into EAMS at the same time using the same user identification DWC may revoke or suspend the office's permission to have access to EAMS.
  15. The organization, not DWC, is solely responsible for compliance with Civil Code §§ 1798.81.5(b) and 1798.82(a).<sup>2</sup>
  16. The administrator, on behalf of the organization and the office, is responsible for securing and safeguarding the login. Once DWC issues the login to the office through the administrator, all responsibility for safeguarding and securing the login rests with the organization and the office, through the administrator, and not with DWC.
  17. The administrator is responsible for ensuring that the organization and the office develop, implement, disseminate, and enforce policies and procedures to safeguard and secure the login, and that any employee or independent contractor whom the administrator permits to use the login is properly trained and supervised to safeguard and secure the login.
  18. Any actual or potential breach or compromise of the security of the login, or of any information potentially accessible using the login, must be reported to DWC by the organization and the office, through the administrator, immediately upon discovery thereof.
  19. DWC shall have no liability to the organization or administrator for any loss or damages occasioned by any breach of the security of the organization's login or password, or of any information potentially accessible using the login and password. The cost, expense, or damages as a result of any actual or potential breach or compromise of the security of the login, or of any information potentially accessible using the login, shall be the responsibility of the organization and the office, through the administrator, not DWC.
  20. If the administrator becomes temporarily unavailable or incapacitated, the alternate administrator identified above shall temporarily assume the duties and obligations of the administrator. It shall be the responsibility of the administrator to ensure that the alternate administrator at all times is fully prepared to carry out these responsibilities.

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<sup>2</sup> Civil Code § 1798.81.5(b) requires a business that owns or licenses personal information about California residents to implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure.

Civil Code § 1798.82(a) requires any person or business that conducts business in California, and that owns or licenses computerized data that includes personal information, to promptly disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of California whose unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person.

21. If the administrator becomes permanently unavailable or incapacitated, retires or dies, the alternate administrator identified above shall either temporarily assume the duties and obligations of the administrator, or notify DWC of the office's new administrator. It shall be the responsibility of the administrator to ensure that the alternate administrator at all times is fully prepared to carry out these responsibilities.
22. The administrator and/or the alternate administrator shall provide EAMS first level support for the office. DWC will provide second level support for EAMS through the EAMS Help Desk.
23. The administrator or the alternate administrator may contact the EAMS Help Desk for second level support by e-mail at [EAMSHelpDesk@dir.ca.gov](mailto:EAMSHelpDesk@dir.ca.gov) or by telephone at (888) 771-3267, option 4.
24. The administrator is responsible for ensuring that no employees or independent contractors of the office or the organization whom the administrator permits to use the login, except the administrator and the alternate administrator, contact the EAMS Help Desk for second level support.
25. The organization and the office, through the administrator, shall cooperate with and assist DWC with the trial, and participate in meetings and activities regarding the trial, as may from time to time be requested by DWC.
26. DWC in its sole discretion may impose additional conditions on the trial at any time by so notifying the administrator.
27. DWC in its sole discretion may modify, suspend, or terminate the login, or the office's participation in the trial, at any time.
28. The organization or office, through the administrator, may withdraw from the trial at any time by so notifying DWC.
29. DWC shall serve documents through EAMS on the office using the office's preferred method of service as identified above.
30. DWC shall send notices relating to this agreement to the organization, office, and administrator through the administrator addressed to the administrator at the administrator's e-mail identified above.
31. The organization, office, administrator, and alternate administrator shall send notices relating to this agreement through the administrator or alternate administrator to DWC addressed to CRU by e-mail at [cru@dir.ca.gov](mailto:cru@dir.ca.gov).

Dated\_\_\_\_\_ Signed\_\_\_\_\_

Primary Administrator Print Name\_\_\_\_\_

Print Title\_\_\_\_\_

Dated\_\_\_\_\_ Signed\_\_\_\_\_

Alternate Administrator (if any) Print Name\_\_\_\_\_

Print Title\_\_\_\_\_

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